

April 30, 1973

6848-C

RECORDATION NO. _____

Filed & Recorded

Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky

JUN 13 1973 - 12 05 PM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Reference is made to that certain Sublease Agreement dated as of December 27, 1972 between you, as sublessee, and the undersigned, as sublessor, in respect of the subleasing of certain General Electric Model U36B locomotives. The following will represent our agreement and understanding:

1. Paragraph 1 of the Sublease Agreement is hereby amended effective as of March 25, 1973 by deleting the last two lines thereof and inserting in lieu thereof the following: "as follows: Three (3) General Electric Model U36B Locomotives, Road Nos. 4005, 4008 and 4009 (hereinafter called "Locomotives" or individually "Locomotive")."

2. Paragraph 2 of the Sublease Agreement is hereby amended by deleting the last sentence thereof and inserting in lieu thereof the following: "The lease term of all Locomotives shall end upon the earlier to occur of (a) the termination of this Sublease Agreement pursuant to paragraph 6 hereof, or (b) the leasing of the Locomotives by Sublessee from Continental pursuant to paragraph 7 hereof, or (c) September 30, 1973."

3. Paragraph 7 of the Sublease Agreement is hereby amended to read in its entirety as follows:

"7. Notwithstanding any other provision of this Agreement or the Equipment Lease Agreement to the contrary, in the event that Sublessor does not have a Stockholders' Equity on August 31, 1973 of at least \$8,500,000, Sublessee shall, upon the written demand therefor made by Continental on or before September 30, 1973, assume all of the obligations of Sublessor under the Equipment Lease Agreement to the extent that such obligations relate to the Locomotives."

4. Paragraph 9 of the Sublease Agreement is hereby amended by deleting the phrase "(b) the purchase of the Locomotives by Sublessee" and inserting in lieu thereof the phrase "(b) the leasing of the Locomotives by Sublessee from Continental".

Except as modified herein, the Sublease Agreement remains unchanged.

If the foregoing is in accordance with your understanding, kindly execute this agreement beneath the words "Accepted and Agreed To", whereupon this agreement shall be deemed effective as of the date set forth above (except for paragraph 1 hereof, which shall be deemed effective as of March 25, 1973).

Very truly yours,

AUTO-TRAIN CORPORATION

By: Richard W. Tolbert
Executive Vice President

ACCEPTED AND AGREED TO:

LOUISVILLE AND NASHVILLE
RAILROAD COMPANY

By: D. J. Shuman
Vice President

CONTINENTAL ILLINOIS LEASING
CORPORATION

By: Donald J. Bruyette
SECOND VICE PRESIDENT

ACKNOWLEDGEMENTS

STATE OF ILLINOIS

COUNTY OF COOK

On this 24th day of May, 1973, before me personally appeared T. J. BRUGGEMAN, to me personally known, who, being by me duly sworn, says that he is **SECOND VICE PRESIDENT** of Continental Illinois Leasing Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority contained in its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)




MY COMMISSION EXPIRES MARCH 10 1975

STATE OF

COUNTY OF

On this 16th day of May, 1973, before me personally appeared Richard H. Talburt, to me personally known, who, being by me duly sworn, says that he is **Executive Vice President** of Auto-Train Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority contained in its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



My Commission Expires Oct. 11, 1974

STATE OF

COUNTY OF

On this 31st day of May, 1973, before me personally appeared D. D. Strench, to me personally known, who, being by me duly sworn, says that he is **Vice**

President of Louisville and Nashville Railroad Company,
that one of the seals affixed to the foregoing instrument is
the corporate seal of the said corporation, that said instru-
ment was signed and sealed on behalf of said corporation by
authority contained in its By-laws, and he acknowledged that the
execution of the foregoing instrument was the free act and deed
of said corporation.

(Notarial Seal)

Norman J. Jones

My Commission expires March 4, 1977